

1 BILL NO. S-85-05-*50*

2 SPECIAL ORDINANCE NO. S- *107-85*

3 AN ORDINANCE approving City Utilities  
4 Purchase Order Number A-44446, by the  
5 City of Fort Wayne by and through its  
6 Department of Purchasing and B.O.S.  
7 Sand Company for the Three Rivers Fil-  
8 Tration Plant.

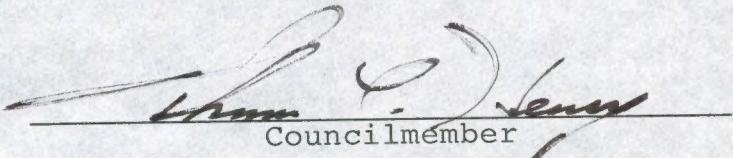
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

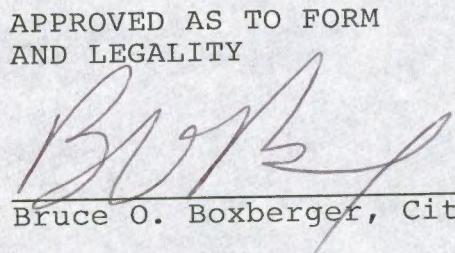
11 SECTION 1. That City Utilities Purchase Order Number  
12 A-44446, between the City of Fort Wayne, by and through its City  
13 Utilities, and the Department of Purchasing and B.O.S. Sand  
14 Company, for the Three Rivers Filtration Plant, respectfully for:

15 the awarding of a bid with respect  
16 to the purchase of sand and gravel  
17 for the Three Rivers Filtration  
18 Plant;

19 involving a total cost of Eighteen Thousand Two Hundred Twelve and  
20 No/100 Dollars (\$18,212.00), all as more particularly set forth  
21 in said Purchase Order, which is on file in the Office of the De-  
22 partment of Purchasing, and is by reference incorporated herein,  
23 made a part hereof, and is hereby in all things ratified, con-  
24 firmed and approved.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage, and any and all necessary  
27 approval by the Mayor.

28 APPROVED AS TO FORM  
29 AND LEGALITY  
30   
31 *John P. Denyer*  
32 Councilmember

33 APPROVED AS TO FORM  
34 AND LEGALITY  
35   
36 *Bruce O. Boxberger*, City Attorney

Read the first time in full and on motion by Henry,  
seconded by Star, and duly adopted, read the second time  
by title and referred to the Committee City Quarters (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., E.S.

DATE: 5-28-85

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Gustav, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	—	—	—	—
<u>BRADBURY</u>	—	—	—	—	—
<u>BURNS</u>	✓	—	—	—	—
<u>EISBART</u>	✓	—	—	—	—
<u>GiaQUINTA</u>	✓	—	—	—	—
<u>HENRY</u>	✓	—	—	—	—
<u>REDD</u>	✓	—	—	—	—
<u>SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	—	—	—	—	—
<u>TALARICO</u>	—	—	—	—	—

DATE: 6-11-85

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-107-85  
on the 11th day of June, 1985,

ATTEST:

(SEAL)

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. Quindt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 12th day of June, 1985,  
at the hour of 4:00 o'clock P.M., E.S.T.

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of June,  
1985, at the hour of 2 o'clock P.M., E.S.T.

Win Moses Jr.  
WIN MOSES, JR., MAYOR

## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.\*

\*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Three Rivers Filtration Plant  
Griswold Avenue

Address Fort Wayne, Indiana 46802

Page 1 of 39Ref. No. 745Date April 16, 1985Date wanted 5/7/85Fund Appropriation No.       **RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE**

Closing  
Time of Bids May 7, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT (Unless otherwise indicated)**

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		FILTER SAND AND GRAVEL FOR THE THREE RIVERS FILTRATION PLANT PER THE ATTACHED SPECIFICATIONS (see Pages 11-12 of 39). MUST MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS (see Pages 13-32 of 39).  TERM OF THE AGREEMENT SHALL BE FOR ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL.		

AFFIRMATIVE ACTION: On File ✓ Attached \_\_\_\_\_

Bond required NO YES 5% Performance Bond NO YES NO

See instruction item No. 16 on reverse side hereof.

Items % cash discount if paid within days from delivery and acceptance of goods or completion of services

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the net opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 10 days from receipt of order.

IMPORTANT     

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

BOS SAND COMPANY

Name of Company

For Carol Offerle Title PRESIDENT

Address 20 S. Route 45, Frankfort, IL 60423

4-25-85

SPECIFICATIONS

PLEASE NOTE..

- 1.) 16 (or more) tons \* 2" x 1" Gravel in Bulk 2½" x 1½" ONLY AVAILABLE
- 2.) 10 (or more) tons 1" x 5/8" Gravel in Bulk
- 3.) 9 (or more) tons 5/8" x 3/8" Gravel in Bulk
- 4.) 7 (or more) tons 3/8" x 3/16" Gravel in Bulk
- 5.) 7 (or more) tons 3/16" x 10 Mesh Gravel in Bulk
- 6.) 88 (or more) tons Graded sand with an effective size of 0.50 to 0.60 MM and a uniformity coefficient not more than 1.5.

NOTE: SAND AND GRAVEL SHALL MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS. (NO. 6 FILTER)

SHIPPING INSTRUCTIONS

- 1.) The above quantities for gravel and sand are the minimum required. Please make sure that the quantities delivered are not less than this minimum.
- 2.) Ship in open top railroad cars less than 65 feet in overall length as the longer cars will not make it around the curves of our spur track.
- 3.) Ship gravel immediately in an open car with partitions of various sizes.
- 4.) Ship sand one week later in an open car.

PRICE

1.) <u>**\$75.50 per ton X 16 =</u>	\$1,208.00	<u>** See Note Above regarding size</u>
2.) <u>\$67.00 per ton X 10 =</u>	670.00	
3.) <u>\$65.00 per ton X 9 =</u>	585.00	
4.) <u>\$62.50 per ton X 7 =</u>	437.50	
5.) <u>\$62.50 per ton X 7 =</u>	437.50	
6.) <u>\$61.00 per ton X 88 =</u>	5,368.00	
4 PARTITIONS X \$100.00 =	400.00	

SPECIFICATIONS

- 1.) 16 (or more) tons \* 2" x 1" Gravel in Bulk 2½" x 1½" ONLY AVAILABLE
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- 6.) 88 (or more) tons Graded sand with an effective size of 0.50 to 0.60 MM and a uniformity coefficient not more than 1.5.

NOTE: SAND AND GRAVEL SHALL MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS. (NO. 8 FILTER)

SHIPPING INSTRUCTIONS

- 1.) The above quantities for gravel and sand are the minimum required. Please make sure that the quantities delivered are not less than this minimum.
- 2.) Ship in open top railroad cars less than 65 feet in overall length as the longer cars will not make it around the curves of our spur track.
- 3.) Ship gravel immediately in an open car with partitions of various sizes.
- 4.) Ship sand one week later in an open car.

PRICE

1.)	<u>**\$75.50 per ton x 16 =</u>	<u>\$1,208.00 ** See Note Above regarding size</u>
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5.)	<u>\$62.50 per ton x 7 =</u>	437.50
6.)	<u>\$61.00 per ton x 88 =</u>	5,368.00
	4 PARTITIONS x \$100.00 =	400.00

## MBE/WBE STATEMENT

FOR  
 CITY OF FORT WAYNE, INDIANA

BID NO. 745  
 BID DATE: \_\_\_\_\_

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits 50 percent (50 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.	BOS SAND COMPANY	Sale of Media
2.		
3.		
4.		

Submitted on: April 25, 1985, 1984  
 By BOS SAND COMPANY  
(Company Name)

Mark A. Jr. President  
 (Name & Title of Person Authorized  
 to sign)

Business Address: 20 South Route 45, Gateway Center  
Frankfort, Illinois 60423

Phone Number: 815-469-3608 or 312-423-5050

**CITY OF FORT WAYNE****DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

**INVITATION**

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Mail all replies and correspondence, etc. to Attn. of

Carol Offerle: 427-1101

**DEPARTMENT OF PURCHASES**

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

**REQUIRED FOR DELIVERY TO:**

Department or Division Three Rivers Filtration Plant

Griswold Avenue

Address Fort Wayne, Indiana 46802

Page 1 of 39

Ref. No. 745

Date April 16, 1985

Date wanted 5/7/85

Fund Appropriation No.

**RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE**

Closing Time of Bids May 7, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT (Unless otherwise indicated)**

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		FILTER SAND AND GRAVEL FOR THE THREE RIVERS FILTRATION PLANT PER THE ATTACHED SPECIFICATIONS (see Pages 11-12 of 39). MUST MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS (see Pages 13-32 of 39).  TERM OF THE AGREEMENT SHALL BE FOR ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL.		

AFFIRMATIVE ACTION: On File  Attached \_\_\_\_\_

Bid Bond required  NO  YES 5% Performance Bond  NO  YES  NO  
See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services

**PROPOSAL OR BID**

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order

**IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Microfloc Products/Johnson Division

Customer Service

Name of Company

Per Jeffery G. Larsen Title Manager

P. O. Box 64118

Address

St. Paul, Minn 55164

Date 3 May

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless again any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided will be set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder price quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner". Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted	Board-Commissioner Dept. of Purchasing, etc.
Rejected	Board-Commissioner Dept. of Purchasing, etc.

## REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

### GENERAL INSTRUCTIONS

#### I - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

#### II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

### III - Guarantee with Bid

To protect the interests of the City, the Bidder guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

### IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

### V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

### VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

### VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

#### VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

#### IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. No substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

### XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

### XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

### XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

### XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

### XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchasing  
Room 940, One Main Street  
Fort Wayne, Indiana 46802

### XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of Not Required.

The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of N.A. per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

#### XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

#### XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

#### XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

#### XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

#### XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Denver Howard

Supt. of Filtration Plant

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

SPECIFICATIONS

- 1.) 16 (or more) tons 2" x 1" Gravel in Bulk
- 2.) 10 (or more) tons 1" x 5/8" Gravel in Bulk
- 3.) 9 (or more) tons 5/8" x 3/8" Gravel in Bulk
- 4.) 7 (or more) tons 3/8" x 3/16" Gravel in Bulk
- 5.) 7 (or more) tons 3/16" x 10 Mesh Gravel in Bulk
- 6.) 88 (or more) tons Graded sand with an effective size of 0.50 to 0.60 MM and a uniformity coefficient not more than 1.5.

NOTE: SAND AND GRAVEL SHALL MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS. (NO. 6 FILTER)

SHIPPING INSTRUCTIONS

- 1.) The above quantities for gravel and sand are the minimum required. Please make sure that the quantities delivered are not less than this minimum.
- 2.) Ship in open top railroad cars less than 65 feet in overall length as the longer cars will not make it around the curves of our spur track.
- 3.) Ship gravel immediately in an open car with partitions of various sizes.
- 4.) Ship sand one week later in an open car.

PRICE \*

- |        |                   |
|--------|-------------------|
| 1.) \$ | <u>411.81</u>     |
| 2.)    | <u>283.04</u>     |
| 3.)    | <u>263.23</u>     |
| 4.)    | <u>212.35</u>     |
| 5.)    | <u>258.75</u>     |
| 6.)    | <u>\$2,875.25</u> |

\*Bulk shipments freight added at cost

SPECIFICATIONS

- 1.) 16 (or more) tons 2" x 1" Gravel in Bulk
- 2.) 10 (or more) tons 1" x 5/8" Gravel in Bulk
- 3.) 9 (or more) tons 5/8" x 3/8" Gravel in Bulk
- 4.) 7 (or more) tons 3/8" x 3/16" Gravel in Bulk
- 5.) 7 (or more) tons 3/16" x 10 Mesh Gravel in Bulk
- 6.) 88 (or more) tons Graded sand with an effective size of 0.50 to 0.60 MM and a uniformity coefficient not more than 1.5.

NOTE: SAND AND GRAVEL SHALL MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS. (NO. 8 FILTER)

SHIPPING INSTRUCTIONS

- 1.) The above quantities for gravel and sand are the minimum required. Please make sure that the quantities delivered are not less than this minimum.
- 2.) Ship in open top railroad cars less than 65 feet in overall length as the longer cars will not make it around the curves of our spur track.
- 3.) Ship gravel immediately in an open car with partitions of various sizes.
- 4.) Ship sand one week later in an open car.

PRICE \*

- 1.) \$ 411.81
- 2.) 283.04
- 3.) 263.23
- 4.) 212.35
- 5.) 258.75
- 6.) \$ 2,875.25

\*Bulk shipments freight added at cost

Reference No. 745NON-COLLUSION AFFIDAVIT

STATE OF MINNESOTA }  
 ----- COUNTY } SS:  
 -----

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

*Jeffery S. Larsen*  
 Jeffery S. Larsen  
 Customer Service Manager  
 -----  
 Bidder or Agent

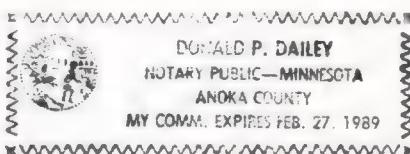
For Microfloc Products/Johnson Division  
 Firm or Corporation

Subscribed and sworn to before me this 3 day of May, 1985

My Commission Expires

27 February 89

*Donald P. Dailey*  
 Donald P. Dailey  
 Notary Public State of Minnesota



# PROPOSAL AND BID SURETY FORM

**PROPOSAL:**

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form is part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

**BID SURETY (REQUIRED BY LAW):**

**BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).**

**KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of**

**In** be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

**BID CHECK (ALTERNATE FORM OF SURETY):**Certified Cashiers  Check No. \_\_\_\_\_

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

in the sum of \_\_\_\_\_

on \_\_\_\_\_ Dollars

of \_\_\_\_\_ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

**SIGNATURES (BID SURETY AND PROPOSAL):**

Witnessed by:

**OTHER PARTIES INTERESTED IN  
THIS PROPOSAL**

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

**BIDDER  
AND  
PRINCIPAL**

Microfloc Products/Johnson Division  
Name of Bidder—Print or Type

By Jeffrey S. Larsen  
Signature of Person Authorized to Sign

Title Customer Service Manager

P. O. Box 64118

Street Name and Number

St. Paul, Minnesota 55164

City, State and Zip Code

Date 3 May 1985

SEE COVER LETTER

Witnessed by:

**SURETY**

Name of Company — Print or Type

Incorporated  
In the State of:

Address:

By

Sign on this Line

## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Mail all replies and correspondence, etc. to Attn. of

Carol Offerle: 427-1101

## DEPARTMENT OF PURCHASES

Room 940, Number One Main St., Ft. Wayne, Ind. 46802

## REQUIRED FOR DELIVERY TO:

Department or Division Three Rivers Filtration Plant  
Griswold Avenue  
Address Fort Wayne, Indiana 46802

Ref. No. 745

Date April 16, 1985

Date wanted 5/7/85

Fund Appropriation No. \_\_\_\_\_

## RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids May 7, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. FEES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.  
**TAX EXEMPT (Unless otherwise indicated)**

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		FILTER SAND AND GRAVEL FOR THE THREE RIVERS FILTRATION PLANT PER THE ATTACHED SPECIFICATIONS (see Pages 11-12 of 39). MUST MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS (see Pages 13-32 of 39).  TERM OF THE AGREEMENT SHALL BE FOR ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL.		

AFFIRMATIVE ACTION: On File \_\_\_\_\_ Attached x

I Bond required  NO  YES 5% Performance Bond  NO  YES  NO

See instruction item No. 11 on reverse side hereof.

rms net 3% cash discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of service

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 25 days from receipt of order.

**IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Western Chemical Company

Name of Company

Per Alan Dunkelberger Title Appl. Engr.

Address 1345 Taney, P.O. Box 7469

SPECIFICATIONS

- 1.) 16 (or more) tons 2" x 1" Gravel in Bulk
- 2.) 10 (or more) tons 1" x 5/8" Gravel in Bulk
- 3.) 9 (or more) tons 5/8" x 3/8" Gravel in Bulk
- 4.) 7 (or more) tons 3/8" x 3/16" Gravel in Bulk
- 5.) 7 (or more) tons 3/16" x 10 Mesh Gravel in Bulk
- 6.) 88 (or more) tons Graded sand with an effective size of 0.50 to 0.60 MM and a uniformity coefficient not more than 1.5.

NOTE: SAND AND GRAVEL SHALL MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS. (NO. 6 FILTER)

SHIPPING INSTRUCTIONS

- 1.) The above quantities for gravel and sand are the minimum required. Please make sure that the quantities delivered are not less than this minimum.
- 2.) Ship in open top railroad cars less than 65 feet in overall length as the longer cars will not make it around the curves of our spur track.
- 3.) Ship gravel immediately in an open car with partitions of various sizes.
- 4.) Ship sand one week later in an open car.

PRICE

- 1.) \$ 1,911.87
- 2.) \$ 1,038.28
- 3.) \$ 693.51
- 4.) \$ 532.11
- 5.) \$ 594.61
- 6.) \$ 5,605.00

Prices quoted are firm for 30 days.

SPECIFICATIONS

- 1.) 16 (or more) tons 2" x 1" Gravel in Bulk
- 2.) 10 (or more) tons 1" x 5/8" Gravel in Bulk
- 3.) 9 (or more) tons 5/8" x 3/8" Gravel in Bulk
- 4.) 7 (or more) tons 3/8" x 3/16" Gravel in Bulk
- 5.) 7 (or more) tons 3/16" x 10 Mesh Gravel in Bulk
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NOTE: SAND AND GRAVEL SHALL MEET A.W.W.A. SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS. (NO. ■ FILTER)

SHIPPING INSTRUCTIONS

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PRICE

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- 3.) \$ 693.51
- 4.) \$ 532.11
- 5.) \$ 594.61
- 6.) \$ 5,605.00

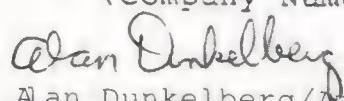
Total Bid Both Filters - \$20,750.76

## MBE/WBE STATEMENT

FOR  
CITY OF FORT WAYNE, INDIANABID NO. 745  
BID DATE: \_\_\_\_\_

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits \_\_\_\_\_ percent (\_\_\_\_ %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.		
2.		
3.		
4.		

Submitted on: April 29, 1985, 1984By Western Chemical Company  
(Company Name)  
Alan Dunkelberg  
Alan Dunkelberg/Applications Engineer  
(Name & Title of Person Authorized  
to sign)Business Address: 1345 Taney, P. O. Box 7469North Kansas City, MO 64116Phone Number: 816-842-0560

Reference No. 745NON-COLLUSION AFFIDAVIT

MISSOURI  
STATE OF INDIANA,  
JACKSON COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Alan Dunkelberg

Alan Dunkelberg

Bidder or Agent

For Western Chemical Company  
Firm or CorporationSubscribed and sworn to before me this 29th day of April, 1985

My Commission Expires

Jan 12, 1987James A. McClay

12, 1987

# PROPOSAL AND BID SURETY FORM

**PROPOSAL:**

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

**BID SURETY (REQUIRED BY LAW):**

**BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).**

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PER CENT (5%) OF THE

**TOTAL AMOUNT OF THE BID-----**

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

**BID CHECK (ALTERNATE FORM OF SURETY):**

Certified

Cashiers

Check No. \_\_\_\_\_

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

in the sum of \_\_\_\_\_

on \_\_\_\_\_ Dollars \_\_\_\_\_  
of \_\_\_\_\_ Bank \_\_\_\_\_

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.  
Note: If Check is used as Bid Surety—Attach here.

**SIGNATURES (BID SURETY AND PROPOSAL):**

Witnessed by:

OTHER PARTIES INTERESTED IN  
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER  
AND  
PRINCIPAL

SURETY

WESTERN CHEMICAL COMPANY

By   
Signature of Person Authorized to Sign

Title President

1345 Taney

Street: Name and Number

North Kansas City, MO 64116

City, State and Zip Code

Date April 29, 1985

SEE COVER LETTER

COMMERCIAL UNION INSURANCE COMPANY

Name of Company — Print or Type

Incorporated In the State of: COMMONWEALTH OF MASSACHUSETTS

Address 211 West Armour, Kansas City, Mo

By   
Brenda T. King Signature

Witnessed by:

Countersigned by:

  
Mayellen Rybicki  
Resident Agent

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Massachusetts, hath made, constituted and appointed, and does by these presents make and constitute and appoint

**VERNON M. JONES and BRENDA LINZE of Kansas City, Missouri; ROGER FEASTER of Lee's Summit, Missouri; DALE A. GEBAUER of Raymore, Missouri**

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove, any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary on this **8th** day of **June** **1984**



Attest: Raymond M. Defossez  
Raymond M. Defossez — Secretary

By John M. Garrett  
John M. Garrett — Assistant Vice-President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK SS.

On this **8th** day of **June** **1984**, before me personally came John M. Garrett, Assistant Vice-President, and Raymond M. Defossez, Secretary of the COMMERCIAL UNION INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Joseph H. Dinan, Jr.  
Joseph H. Dinan, Jr. — Notary Public  
(My Commission expires February 11, 1988)

## CERTIFICATE

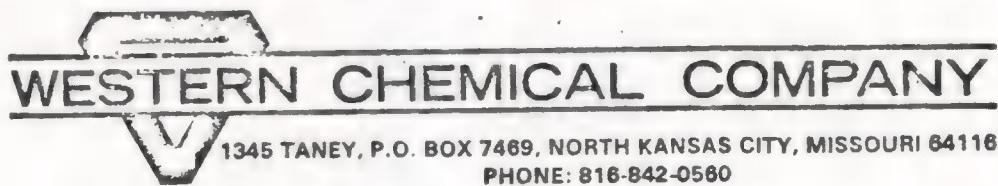
I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at the City of Boston. Dated this

**7th** day of **MAY** **1985**



Andrejs J. Grotz  
Andrejs J. Grotz — Assistant Secretary



AFFIRMATIVE ACTION PROGRAM

For

WESTERN CHEMICAL COMPANY  
NORTH KANSAS CITY, MISSOURI

WESTERN CHEMICAL COMPANY  
NORTH KANSAS CITY, MO. 64116

PROCEDURES

1. All applicants and employees will be continually reminded of the Company's policy regarding equal employment opportunity by the usual and appropriate means of disseminating such information.
2. Posters and other informational aids as supplied by federal or state governments shall be posted as received and/or required.
3. We have requested all public and private sources of applicants for employment to refer to us minorities, women and handicapped workers for available job opportunities. These sources include:
  - (a) State Employment Offices.
  - (b) All private employment agencies which we utilize within our recruiting area.
4. The publication of any advertisement of job opportunities will have clearly indicated in the text thereof "An equal opportunity employer."
5. All formal applications for employment shall be excluded from active consideration after ninety (90) days from the date of filing the applications.

# WESTERN CHEMICAL COMPANY

1345 TANEY, P.O. BOX 7469, NORTH KANSAS CITY, MISSOURI 64116  
PHONE: 816-842-0560

## ADMINISTRATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. Staff Responsibilities. Responsibility for the development and maintenance of procedures at our Company in accordance with the Company's Equal Employment Opportunity Policy is assigned to James R. McClary.

These responsibilities include, but are not limited to, the following:

- a. Encouragement and assistance to females, minorities, and handicapped individuals in meeting the training and educational qualifications for job vacancies.
- b. Assisting in the identification of problem areas.
- c. Assistance to corporate management and supervision in arriving at solutions to problems which may arise in administering the affirmative action program.
- d. Development and maintenance of internal and external communication techniques.
- e. Serving as liaison between the Company and compliance agencies and various minority organizations and community action groups in the Kansas City area.

WESTERN CHEMICAL COMPANY  
NORTH KANSAS CITY, MO. 64116

f. Keeping management informed of current developments with respect to equal employment opportunity within the Kansas City area.

2. Line Responsibilities. Line supervisors (or departmental supervisors) shall be made aware of the Company's responsibilities and goals with respect to equal employment opportunity. This will include the need for equality of opportunity with respect to promotions and other personnel actions, prevention of harassment because of race, sex, creed, color, national origin, or handicap and compliance with all technical aspects of the affirmative action program.

a. Participation in periodic reviews of training programs and hiring and promotion patterns within their departments.

b. Assistance in the identification of problem areas and establishment of local and departmental goals and objectives

c. Regular discussion with managers and other supervisors and employees to insure that equal employment opportunity policies are being fulfilled.

d. Participation in review of the qualifications of all employees to insure that women, minorities, and handicapped employees are given full opportunities for transfers and promotions.

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NORTH KANSAS CITY, MO. 64116

e. Regular reviews to insure that posters are properly displayed, facilities are non-segregated, handicapped minority and female employees are afforded a full opportunity and are encouraged to participate in all Company sponsored educational training, recreational and social activities.

f. Supervisors also shall be made aware that evaluation of their work performance shall include their equal employment opportunity efforts.

# WESTERN CHEMICAL COMPANY



1345 TANEY, P.O. BOX 7469, NORTH KANSAS CITY, MISSOURI 64116  
PHONE: 816-842-0580

## PUBLICATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. The Company will conduct periodic meetings with executive, management and supervisory employees to explain the intent of the policy and individual responsibility for effective implementation, including responsibilities for regular monitoring of all aspects of the Company's policy.
2. Special meetings among employees of each department will be held from time to time to discuss the Equal Employment Policy and explain individual employee responsibilities.
3. The applicability of the policy shall be explained thoroughly in all orientation meetings with new employees and in management training programs. The Company's policy will be thoroughly explained to each new supervisor.
4. The Company shall post its Equal Employment Opportunity Policy on Company bulletin boards.
5. When employees are featured in any advertising or employee handbooks, both minority and non-minority employees, both male and female, will be featured to the extent possible.

# WESTERN CHEMICAL COMPANY

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PHONE: 816-842-0560

## FORMAL EXTERNAL PROCEDURES

1. The Company will inform, on a regular basis, all its recruiting sources verbally and in writing of its policy requesting that these sources effectively recruit and refer handicapped personnel, minorities and women for all suitable requested positions.
2. The Company shall incorporate the Equal Employment Opportunity clause in all purchase orders and contracts and other similar agreements covered by Executive Order 11246.
3. The Company shall communicate to prospective employees the existence of its affirmative action program and make available such elements of the program as will enable the prospective employees to know of and avail themselves of its benefits.

By

Arthur E. Stern  
President

Dated: February 28, 1980

FORM FWPO-1  
APPROVED BY THE  
STATE BOARD OF  
ACCOUNTS FOR  
CITY UTILITIES AND  
CIVIL CITY OF  
FORT WAYNE 1980

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

THREE RIVERS FILTRATION PLANT 210  
ONE MAIN STREET  
CITY COUNTY BLDG.  
FORT WAYNE IN 46802

BOS SAND CO. 1434-01  
20500 S. LAGRANGE RD.  
FRANKFORT IL 60423

DELIVER TO: DEPARTMENT OR DIVISION

IF SHIPPING U.S. MAIL SEND TO  
ABOVE ADDRESS, IF BY TRUCK SEND  
TO GRISWOLD DRIVE  
FORT WAYNE IN 46805

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
1	PMT	<b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED) *001 PER BID REFERENCE #745 16/TONS 2" X 1" GRAVEL @75.50/TON--\$1,208.00 10/TONS 1" X 5/8" GRAVEL @67.00/TON--\$ 670.00 9/TONS 5/8" X 3/8" GRAVEL @65.00/TON--\$ 585.00 7/TONS 3/8" X 3/16" GRAVEL @62.50/TN 437.50 7/TONS 3/16 X 10 MESH GRAVEL @62.50/TN 437.50 88/TONS GRADED SAND WITH EFFECTIVE SIZE OF 0.50 TO 0.60 MM AND A UNIFORMITY COEFFICIENT NOT MORE THAN 1.5. @61.00/TON----\$ 5,368.00 4/EA PARTITIONS @100.00/EA----\$ 400.00	18212.00	18212.00
		SAND & GRAVEL SHALL MEET A.W.W.A SPECIFICATIONS FOR USE AS FILTERING MATERIAL AND UNDERDRAIN GRAVEL FOR RAPID SAND FILTERS (NO. 6 FILTER AND NO. 8 FILTER)		
		SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO: _____ DATE: _____		
		PLEASE SEE ATTACHED NOTE		
FOR INFORMATION:	PURCHASING		219-427-1101	TOTAL 18212.00

COMPLIANCE WITH THE  
DELIVERY DATE REQUESTED WILL REQUIRE  
"FOLLOW UP" CORRESPONDENCE.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

**NOTE**

READ  
INSTRUCTIONS ON  
THE BACK OF THIS  
ORDER

THE CONTRACTOR OR VENDOR,  
BY ACCEPTING THIS ORDER,  
AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED,  
THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.  
EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.  
INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER  
034508-03

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER \_\_\_\_\_

PER \_\_\_\_\_

PURCHASE ORDER NUMBER

A- 44446

DATE 05/20/85

REQ. NO. 00064

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE

**CIVIL CITY**

XX **CITY UTILITIES**

APPROPRIATION AND FUND NUMBER 5-13-523-W10-14-299

U044446 CM N/A

## FILTER GRAVEL &amp; SAND - FILTRATION PLANT

MAY 7, 1985 10:00 A.M.

	BOS SAND	WESTERN CHEMICAL	MICROFLOC
2"X1" (16 TONS)	\$75.50 TON	\$1,208.00	\$114.43
1"X5/8" (10 TONS)	\$67.00	\$670.00	\$103.83
5/8"X3/8" (9 TONS)	\$65.00	\$585.00	\$77.03
3/8"X3/16" (7 TONS)	\$62.50	\$437.50	\$76.01
3/16"X10" (7 TONS)	\$62.50	\$437.50	\$84.94
SAND (88 TONS)	\$61.00	\$5,368.00	\$63.69
PARTITIONS	\$100.00	\$400.00	NO/BID
FREIGHT		INCLUDED	INCLUDED
TOTAL		\$9,106.00	\$10,293.82
			\$9,133.99

7030

J.FS-05-50

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: An ordinance approving the awarding of a bid with respect to the purchase sand and gravel for the Three Rivers Filtration Plant.

EFFECT OF PASSAGE: Necessary for filtration of water.

EFFECT OF NON-PASSAGE: Would not be able to properly filter water.

MONEY INVOLVED (Direct costs, Expenditures, Savings):  
B.O.S. Sand Company - \$18,212.00

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-05-50

REPORT OF THE COMMITTEE ON CITY UTILITIES

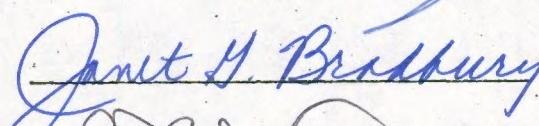
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving City Utilities  
Purchase Order Number A-44446, by the City of Fort Wayne by and through  
its Department of Purchasing and B.O.S. Sand Company for the Three Rivers  
Filtration Plant

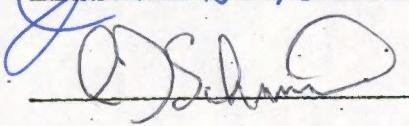
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

NO

  
THOMAS C. HENRY  
CHAIRMAN

  
JANET G. BRADBURY  
VICE CHAIRWOMAN

  
DONALD J. SCHMIDT

  
JAMES S. STIER

  
CHARLES B. REDD

CONCURRED IN 6-11-85

SANDRA E. KENNEDY  
CITY CLERK